

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
SMDI II (Simplified Message Desk Interface) Port	\$236.35/Port/Month	\$4.65/Install per port \$4.28/Disconnect per port
Unbundled Coin Port (UCP)	\$3.43/Port/Month	\$4.65/Install per port \$4.28/Disconnect per port
Unbundled Public Access Line Port (UPALP)	2.83/Port/Month	\$4.65/Install per port \$4.28/Disconnect per port
B. Unbundled Trunk Ports		
1. Dedicated Trunk Ports		
Dedicated Trunk Port – End Office	Included in Line Port Charge	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply
Dedicated Trunk Port - Tandem	\$23.72/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply
Dedicated Trunk Port - TOPS	\$13.73/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply
2. Common Trunk Ports		
Common Trunk Port – End Office	Included in Line Port Charge	Not Applicable
Common Trunk Port - Tandem	\$.000107/MOU	Not Applicable
Common Trunk Port - TOPS	\$.000068/MOU	Not Applicable
C. Tandem Switching Usage	\$.000020/MOU	Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
D. Local Switching Usage		
POTS Originating	Included in Line Port	
POTS Terminating	Included in Line Port	
ISDN Originating Digital Circuit Switched Voice	Included in Line Port	
ISDN Terminating Digital Circuit Switched Voice	Included in Line Port	
ISDN Originating Digital Circuit Switched Data	Included in Line Port	
ISDN Terminating Digital Circuit Switched Data	Included in Line Port	
E. Centrex Features		
UCD	Included in line port	
Intercom & Features	Included in Line Port	
Automatic Route Selection	Included in line port	
Centrex Announcement	\$.2488/ month	
Centrex Three-Way Conference	\$.1209/ month	
Centrex Automatic Recall (Return Call)	\$.0472/ month	
Centrex Distinctive Ringing	\$.0010/ month	
Centrex Loudspeaker Paging	\$3.0322/month	
Centrex Meet Me Conference	\$.0160/month	
Centrex Selective Call Acceptance	\$.0105/month	
Centrex Selective Call Forwarding	\$.0026/month	
Centrex Selective Call Rejection	\$.0112/month	
Centrex Six-Way Conference	\$.4418/month	
Centrex Station Message Detail Record (SMDR)	\$1.5915/month	
Centrex Repeat Call	\$.0936/month	
Centrex Call Transfer - All Calls	\$.0054/month	

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Centrex Call Waiting Terminating (All Calls)	\$.00001/month	
Centrex Directed Call Pick-up with Barge-In (Originating)	\$.0007/month	
Centrex Executive Busy Override	\$.00003/month	
Centrex Feature additions, disconnects or changes ⁷		\$.26 per order

G. Individual ISDN Line Features

ISDN Intercom	Included in Line Port	
ISDN Announcement	\$3.1143/month	
ISDN Six-Way Conference	\$.2779/month	
ISDN Three-Way Calling	\$.1209/month	
ISDN Call Pickup	\$.0001/month	
ISDN Selective Call Rejection	\$.0211/month	
ISDN Call Transfer Individual – All Calls (Ftr.578)	\$.0168/month	
Calling Name and Number Delivery	\$.8535/month/order	
ISDN Line Feature additions, disconnects or changes ⁷		\$.26 per order

H. Individual Line Features Res/Bus Features

Call Waiting Display Name and Number	\$.0027/month	
Three Way Calling	\$.1209/month	
Remote Call Forwarding	\$.4794/month	
Calling Number Delivery	\$.0029/month	
Calling Number & Name Delivery	\$.9312/month	
Anonymous Call Rejection	\$.0119/month	
Automatic Recall (Return Call)	\$.0945/month	
Call Waiting	\$.00002/month	
Automatic Callback (Repeat Call)	\$.0936/month	
Individual Line Feature additions, disconnects or changes ⁷		\$.26 per order

⁷ The NRC feature change only applies to additions, disconnects or changes to features after initial Port installation. This charge is applied per order. In addition to the features listed herein, the NRC feature change is applicable for all features available via the requested switch port.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
V. Unbundled Loops		
2 Wire Basic Analog Loops (POTS Loops)	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month.	<u>POTS/ISDN BRI Loop:</u> \$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
4 Wire Basic Loop	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month	<u>4 Wire Loop:</u> \$26.92/Migration per line \$30.09/Install per line \$19.43/Disconnect per line
ISDN/BRI Loops	<u>Density Cell:</u> 1 - \$14.15/Month 2 - \$17.09/Month 3 - \$30.42/Month	<u>POTS/ISDN BRI Loop:</u> \$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
DS-1 Loops/ISDN PRI Loops	<u>Density Cell:</u> 1 - \$51.13/Month 2 - \$65.62/Month 3 - \$122.25/Month	<u>DS1 Loop to Customer Premise:</u> \$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
DS-3 Loops	<u>Density Cell:</u> 1-\$595.96 2-\$595.96 3-\$595.96	<u>DS3 Loop to Customer Premise:</u> \$33.42/Migration per line \$32.24/Install per line \$15.24/Disconnect per line
DDS/56 KD Loop	<u>Density Cell:</u> 1 - \$13.15/Month 2 - \$16.94/Month 3 - \$31.56/Month	4 Wire Basic Loop NRCs shall apply.
Off Premise Extension Unbundled Loop	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$16.76/Month 2 - \$19.69/Month 3 - \$32.98/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
Customer Specified Signaling - 4-Wire	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month	4 Wire Basic Loop NRCs shall apply.
2 Wire ADSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/Manual Loop Qualification, per loop
2 Wire SDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/Manual Loop Qualification, per loop
2 Wire IDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/Manual Loop Qualification, per loop
2 Wire HDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/Manual Loop Qualification, per loop
4 Wire HDSL Loops	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month.	4 Wire Basic Loop NRCs shall apply \$28.70/Manual Loop Qualification, per loop

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:****Digital Designed Loops**

2 Wire ADSL compatible
Loop (up to 12,000 feet)
with Bridged Tap removal

Rates for 2 Wire ADSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.
\$34.31
Engineering Query
\$ 42.52
Engineering Work Order Charge
\$0 Removal of Load Coils Less
than 12,000 feet

2 Wire ADSL compatible
Loop (up to 18,000 feet) with
Bridged Tap removal

Rates for 2 Wire ADSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.
\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge
\$0 Removal of Load Coils Less
than 18,000 feet

2 Wire Digital Designed
Metallic Loop (up to 30,000
Feet) Non-loaded with Bridged
Tap options

Rates for 2 Wire ADSL or 2 Wire HDSL Loops as set forth above
shall apply, as applicable

\$416.68/Loop
Required Removal of Load Coils
greater than 18,000 feet

\$0 Removal of Load Coils Less
than 18,000 feet

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.

\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics	Rates for 2 Wire ISDN Loops as set forth above shall apply	<p>\$416.68 Required Removal of Load Coils greater than 18,000 feet</p> <p>\$0 Removal of Load Coils Less than 18,000 feet</p> <p>\$34.31 Engineering Query \$42.52 Engineering Work Order Charge</p>
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	Rates for 2 Wire HDSL Loops as set forth above shall apply	<p>\$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. \$34.31 Engineering Query \$42.52 Engineering Work Order Charge \$0 Removal of Load Coils Less than 12,000 feet</p>
4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 4 Wire HDSL Loops as set forth above shall apply	<p>\$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. \$34.31 Engineering Query \$42.52 Engineering Work Order Charge \$0 Removal of Load Coils Less than 12,000 feet</p>
2 Wire SDSL compatible Loops with Bridged Tap removal	See rates for 2 Wire SDSL Loops as set forth above shall apply	<p>\$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet.</p>

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
		\$34.31 Engineering Query \$42.52 Engineering Work Order Charge \$0 Removal of Load Coils Less than 18,000 feet
2 Wire IDSL compatible Loops (up to 18,000 feet) with Bridged Tap removal	See rates for 2 Wire IDSL Loops as set forth above	\$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. \$34.31 Engineering Query \$42.52 Engineering Work Order Charge \$0 Removal of Load Coils Less than 18,000 feet

VI. Intentionally Left Blank

VII. Line Sharing

Rate Element	\$ Amount	Mo.	NRC	*Option A⁸	*Option C VERIZON installs/ CLEC vendor installs	
Splitter Installation	\$1,565.08 per shelf		X	Not applicable	(1)	
Option A Administration and Support of Splitter	\$0 per shelf	X		(1)		
Option C Administration and Support of Splitter	\$4.77 per shelf	X			(1)	(1)
Splitter Equipment and Support	\$3.98 per shelf	X			(1)	(1)
WideBand Test Access	\$1.83 per line requested	X		(1)	(1)	(1)

***Both Option A and Option C assume there is an existing Collocation Arrangement.**

(1) = one required (2) = two required

⁸ Option A: A CLEC-provided splitter shall be provided, installed and maintained by the CLEC in their own Collocation space. Rearrangements are the responsibility of the CLEC. Verizon dial tone is routed through the splitter in the CLEC Collocation area.

Option C: Verizon will install, inventory and maintain CLEC provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

<i>Rate Element</i>	<i>\$ Amount</i>	<i>Mo.</i>	<i>NRC</i>	<i>Option A</i>	<i>Option C VERIZON installs/ CLEC vendor installs</i>	
Line Sharing Install	\$5.93		X	(1)	(1)	(1)
Line Sharing Disconnect	\$5.56		X	(1)	(1)	(1)
Mechanized Loop Qualification Data Base	\$0 per link	X		(1)	(1)	(1)
Manual Loop Qualification	\$28.70		X	(1)	(1)	(1)
OSS Charges	\$0.89 per line	X				
Conditioning charges	Per Digital Design Loop Rates		X			

Service or Element Description:**VIII. Line Splitting****Recurring Charges:**

Per rates listed in Section B
VII, Section B XIV.

Non-Recurring Charges:

Per rates listed in Section B
VII, Section B XIV.

**IX. Distribution Two Wire Sub-
Loop****Density Cell:**

1 - \$8.49/Month
2 - \$15.38/Month
3 - \$28.15/Month

2 Wire Install at the FDI:

\$22.58 per line

**2 Wire Disconnect at the
FDI:**

\$21.73 per line

Distribution Four Wire Sub-Loop**Density Cell:**

1 - \$16.69/Month
2 - \$30.54/Month
3 - \$56.06/Month.

4 Wire Install at the FDI:

\$61.57 per line

**4 Wire Disconnect at the
FDI:**

\$37.61 per line

Feeder DS1 Sub-Loop**Density Cell:**

1 - \$122.70/Month
2 - \$136.63/Month
3 - \$139.01/Month

**Channelized DS1 Virtual
Feeder to RT:**

\$19.20/Install per line

\$14.95/Disconnect per line

Feeder DS3 Sub-Loop**Density Cell:**

1 - \$1120.86/Month
2 - \$1120.86/Month
3 - \$1120.86/Month

Service or Element Description:	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
X. Signaling and Databases		
1. SS7		
SS7 Link	\$.13/Month/Mile	<u>SS7 Link (DS0):</u> \$30.44/Install per line \$13.70/Disconnect per line <u>SS7 Link (DS1):</u> \$34.46/Install per line \$11.77/Disconnect per line
STP Port Termination	\$286.98/Month/port	
SS7 STP Global Title Translations 'A Link' Only		\$56.61/Install Per Port \$50.98/Disconnect per Port
SS7 STP Message Transfer Part 'A Link' Only		\$42.18/Install per port \$35.67/Disconnect per port
2. 800/888/877 Database		
Basic Query	\$.0001367/Query	Not Applicable
Vertical Query	\$.0001367/Query	Not Applicable
3. LIDB Validation		
LIDB Point Codes	Not Applicable	\$80.93/Point Code
Calling Card	\$.019197/Query	Not Applicable
Billed Number Screening	\$.019197/Query	Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
4. AIN Service Creation (ASC) Service		
Developmental Charges		
Service Establishment	Not Applicable	\$878.23/Request
Service Creation Access Port	\$1405.49/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$2723.00/24 Hour Day	Not Applicable
b. On-Premise	\$2723.00/24 Hour Day	Not Applicable
Certification & Testing	\$60.81/Hour	Not Applicable
Help Desk Support	\$65.05/Hour	Not Applicable
Service Charges		
Subscription Charge	\$3.36/Month	Not Applicable
Database Queries		
a. Network Query	\$.00028/Query	Not Applicable
b. MCIIm Network Query	\$.00028/Query	Not Applicable
c. MCIIm Switch Query	\$.00028/Query	Not Applicable
Utilization Element	\$.00005/ACU	Not Applicable
Service Modification		
DTMF Update	\$.01272/Change	Not Applicable
Switch Based Announcement	\$.00066/ Announcement	Not Applicable
5. Customized Routing for OS/DA	\$\$.00084/line/month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XI. Network Interface Device (NID)		
1. NID to NID Connection		
2 Wire	\$0.89/NID	Not Applicable
4 Wire	\$0.95/NID	Not Applicable
2. Standalone NID (per NID)		
2 Wire NID	\$.89/NID	\$41.89
4 Wire NID	\$.95/NID	\$41.89
DS1 NID	\$6.26/NID	\$41.89
3. UNE Shared NID (per line)	\$0.28/Line	

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
XII. Dark Fiber		
Dark Fiber - IOF		
Verizon C.O. to Verizon C.O.		
Serving Wire Center ("SWC") Charge/SWC/Pair	\$13.45	Fiber Cross Connects: \$9.36 – Install \$10.24 – Disconnect
IOF Mileage/Pair/Mile	\$131.00	
Verizon C.O. to CLEC C.O.		
Serving Wire Center ("SWC") Charge/SWC/Pair	\$13.45	Fiber Cross Connects: \$9.36 – Install \$10.24 – Disconnect
Channel Termination Charge/CLEC C.O.	\$155.89	
Unbundled Dark Fiber - Loop		
SWC Charge/SWC/Pair	\$13.45	Fiber Cross Connects: \$9.36 – Install \$10.24 – Disconnect
Loop Charge/Pair/Rate Group:		
Density Zone 1	\$172.01	
Density Zone 2	\$255.87	
Density Zone 3	\$322.91	

Service or Element Description:

XIII. EEL Combinations

The applicable rates for EEL Combinations are equal to the recurring and nonrecurring rates for the individual unbundled loops, unbundled dedicated transport, and multiplexing that comprise the EEL arrangement. In addition, a monthly recurring EEL test charge applies per EEL loop.

A. EEL Loop Test Charges

	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>
2 Wire Analog - per loop	\$0.38/Loop	Not Applicable
2 Wire Digital - per loop	\$0.49/Loop	Not Applicable
4 Wire Analog - per loop	\$1.20/Loop	Not Applicable
DS1 - Per Loop	\$2.64/Loop	Not Applicable
DDS/56 KD Loop	\$1.30/Loop	Not Applicable

B. EEL IOF Voice Grade Transport

Fixed	\$28.07 (includes both ends)	DS1 IOF Install NRC shall apply, per line
Mileage	\$.13/mile	DS1 IOF Disconnect NRC shall apply, per line.

Service or Element Description:**XIV. UNE PLATFORM COMBINATIONS⁹****Recurring Charges****Non-Recurring Charges**

Centrex Platform

POTS/ISDN BRI:

\$.26/Migration per line

\$.26/Install per line

\$.26/Disconnect per line

ISDN Centrex Platform

POTS/ISDN BRI:

\$.26/Migration per line

\$.26/Install per line

\$.26/Disconnect per line

POTS Platform

POTS/ISDN BRI:

\$.26/Migration per line

\$.26/Install per line

\$.26/Disconnect per line

Coin Platform

\$.26/Migration per line

\$.26/Install per line

\$.26/Disconnect per line

Public Access Line Platform

\$.26/Migration per line

\$.26/Install per line

\$.26/Disconnect per line

⁹ The monthly recurring and usage rates as set forth in this Agreement for the individual unbundled network elements or services that comprise the requested Unbundled Network Element Platform Combination are applicable.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
DS1/DID/DOD/PBX Platform		\$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
ISDN PRI Platform		\$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
POTS/ISDN BRI FX Platform		\$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
DS1/DID/DOD/PBX FX Platform		\$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
ISDN PRI FX Platform New Initial		\$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line

C. RESALE¹⁰

I. Wholesale Discount for Resale of Retail Telecommunications Services

Resale of retail services if MCIm provides own operator services platform	14.74%
Resale of retail services if MCIm uses Verizon operator services platform	13.11%

¹⁰ All rates and charges specified herein are pertaining to the Resale Attachment.

Service or Element Description:**Recurring Charges:****Non-Recurring
Charges:****D. OPERATION SUPPORT SYSTEMS****1. Ongoing and Recovery of one time
expense (from 1/29/04-1/29/14)**

\$.85/per UNE
Loop/Platform/Combination
or Resold Line/per month

Not Applicable

Ongoing only (after 1/29/14)

\$.48/ per UNE
Loop/Platform/Combination
or Resold Line/per month

Not Applicable

**2. Billing - Changes in rate structure.
CD-ROM. Communication Ports, and
DUF Transport no longer applicable
per PLM****a. Daily Usage File****a.1. Existing Message Recording**

\$.00111/Message

Not Applicable

a.2. Delivery of DUF

Per Media (Data

Tape/Cartridge)

\$21.36/Tape or Cartridge

Not Applicable

Per Record Transmitted (f/k/a
Network Data Mover)

\$.000133/Message

Not Applicable

E. 911/E911

Transport

Per section B. Above

Data Entry and Maintenance

No Charge

F. Time and Materials

Service Technician (service work on
unbundled loops outside of the Central
Office)

Not Applicable

\$11.74 Labor Charge/
Quarter Hour starting
from dispatch. Charges
only applicable to
Inside Wire jobs.
\$11.15 per Quarter
Hour

Labor - CO Technician

Not Applicable

Service or Element Description:**Recurring Charges:****Non-Recurring
Charges:****H. Directory Listings & Books**

Primary Listings

Additional Tariffed Listing Services

No Charge

Retail Rates less

Wholesale Discount

Retail Rates less

Wholesale Discount

Retail rates per applicable
Tariff (including, but not
limited to, Verizon-VA
SCC 203 sec. 3 as
amended from time to
timeRetail rates per
applicable Tariff
(including, but not
limited to, Verizon-VA
SCC 203 sec. 4 as
amended from time to
timeBooks & delivery (annual home area
directories only)No charge for normal numbers of books delivered to
end users; bulk deliveries to MCIm per separate
arrangement**I. Intrastate Collocation**As applicable per Verizon VA SCC Tariff No. 218 as
amended from time to time.

ATTACHMENT 3

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON VIRGINIA INC.,
f/k/a BELL ATLANTIC – VIRGINIA, INC.**

and

MCIMETRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC.

This Amendment No. 2 (this "Amendment") is made this 29th day of January 2004 (the "Amendment Effective Date") by and between Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc., a Virginia corporation with offices at 600 East Main Street, 11th Floor, Richmond, Virginia 23219 ("Verizon"), and MCImetro Access Transmission Services of Virginia, Inc., a Virginia corporation with offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147 ("MCI"). Verizon and MCI are referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Verizon and MCI are Parties to an Interconnection Agreement, under Sections 251 and 252 of the Communications Act of 1934, as amended, effective as of October 8, 2002 (the "Agreement"); and

WHEREAS, the Parties hereby amend the Agreement, as directed by (and in accordance with the terms set forth in) paragraph 45 of the Memorandum Opinion and Order released by the FCC's Wireline Competition Bureau (the "Bureau") on January 29, 2004, wish to amend the Agreement (as set forth herein), as directed by the FCC in CC Docket Nos. 00-218 and 00-251.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1) Amendments to the Agreement

(a) Appendix 1 of this Amendment shall replace Appendix 1 of the Agreement in its entirety.

(b) Nothing contained in the Agreement or this Amendment shall limit

Verizon's or MCIIm's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Virginia State Corporation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations or MCIIm's rights under the Agreement, this Amendment, or Applicable Law.

2) Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3) Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4) Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5) Scope of this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**MCImetro ACCESS TRANSMISSION VERIZON VIRGINIA INC.
SERVICES OF VIRGINIA, INC.**

By: _____

By: _____

Printed: Michael Beach

Printed: Jeffrey A. Masoner

Title: Vice President – Carrier Management

Title: Vice President - Interconnection Services
Policy and Planning